GROUP BENEFIT PLAN

STATE OF MINNESOTA

Short Term Disability

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A note on capitalization in this benefits booklet:

Capitalization of the first letter of a word or phrase not normally capitalized according to the rules of standard punctuation (Weekly Earnings, for example) indicates a word or phrase that is defined in the DEFINITIONS section, or that refers back to an item found in the Schedule of Benefits.



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Hartford, Connecticut (Herein called Hartford Life)

CERTIFICATE OF INSURANCE

Under

The Group Insurance Policy as of the Effective Date

Issued by

HARTFORD LIFE

to

The Policyholder

This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
- become insured; and
- continue to be insured;

according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

Terence Shields, Secretary

Michael Concannon, Executive



SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: STATE OF

MINNESOTA

Group Insurance Policy: GRH-023458

Plan Effective Date: January 1, 1992

THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF JUNE 1, 2015.

This plan of Short Term Disability Insurance provides You with short term income protection if You become Disabled from a covered accident, sickness or pregnancy.

Must You contribute toward the cost of coverage?

You must contribute toward the cost of coverage.

Who is eligible for coverage?

Eligible Class(es): All Active Full-time

Employees who are U.S. citizens or U.S. residents, excluding temporary and seasonal employees

Weekly Benefit: You may select coverage increments of \$100.00. The minimum amount you can enroll for is \$300.00 and the Maximum Monthly Benefit you are eligible for is determined by your Monthly Rate of Basic Earnings. The overall Plan Maximum Monthly Benefit is \$5,000.00. In no event shall the Monthly Benefit payable exceed 66 2/3% of your Monthly Rate of Basic Earnings.

The **Maximum Duration of Benefits** for a Disability is:

- 26 week(s) if caused by Accident;
- 26 week(s) if caused by Sickness.

Benefits Commence for Disability caused by:

- Accident: on the 1st day of Total Disability
- Sickness: on the 8th day of Total Disability

When will You become eligible? (Eligibility Waiting Period)

If You are working for the Employer prior to the Plan Effective Date and were covered under the Prior Plan, You are eligible for coverage on the later of the Plan Effective Date or the date You enter an eligible class.

If You start working for the Employer after the Plan Effective Date, You will be eligible for coverage on the date on which You complete a waiting period of 35 days of continuous service.

ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

If you are eligible for Short Term Disability and subsequently become eligible for the Managers (Long Term Disability) Income Protection Plan, you may keep your Short Term Disability coverage if you continue to pay the required premium; however, your Short Term Disability coverage cannot be increased while you remain eligible for that plan.

When will you become eligible?

You will become eligible for coverage on either:

- 1. the Plan Effective Date, if you have completed the Eligibility Waiting Period; or if not
- 2. eligibility commences on the 35th day following the day You are employed, reemployed or Your employment is reinstated.

See the Schedule of Insurance for the Eligibility Waiting Period.

How do you enroll?

To enroll You must:

- 1. complete and sign a group insurance enrollment form which is satisfactory to us; and
- 2. deliver it to the Employer.

You must enroll in the plan within 35 days of Your first day of employment, reinstatement, or re-hire. Employees who become insurance eligible must enroll within 30 days of becoming eligible. If You do not enroll during these time frames, you will be required to provide evidence of good health.

What is Evidence of Insurability?

If You are required to submit Evidence of Insurability, You must:

- 1. complete and sign a health and medical history form provided by us;
- 2. submit to a medical examination, if requested;
- 3. provide any additional information and attending physicians' statements that we may require; and
- 4. furnish all such evidence at Your own expense.

We will then determine if You are insurable under the plan.

WHEN COVERAGE STARTS

When does Your coverage start?

Your coverage starts on the date determined below:

- 1. the 35th day following the day You are employed, reemployed or Your employment is reinstated.; or
- 2. the first day of the first pay period coincident with or next following the date we approve your Evidence of Insurability, if you are required to submit Evidence of Insurability.

You must be actively at work on the initial effective date of coverage or coverage will be delayed until the first day of the payroll period following the date you return to active payroll status.

Will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?

If You are absent from work due to Your:

- 1. accidental bodily injury;
- 2. sickness;
- 3. pregnancy;
- 4. Mental Illness: or
- 5. Substance Abuse,

on the date Your insurance or increase in coverage would otherwise have become effective, the effective date of the coverage or increase in coverage will be deferred until You have been Actively at Work for one full work-day.

CHANGES IN COVERAGE

Do coverage amounts automatically change if there is a change in your rate of pay?

No, you must initiate the change. You may decrease coverage at any time by completing a new enrollment form. Any increase to your coverage amounts is subject to Evidence of Insurability and the Deferred Effective Date provision if your initial Eligibility Waiting Period has passed, unless your employment status is changing from Part-time to Full-time status. In that case, you have 30 days from the date of your status change to increase coverage without having to provide Evidence of Insurability.

What happens if the Employer changes the Plan?

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective as collectively bargained, except that the limitations on increases stated in the Deferred Effective Date provision will apply.

BENEFITS

How do benefits become payable for Total Disability?

If, while covered under this Benefit, you become Totally Disabled, and furnish proof to us that you remain Totally Disabled, we will pay the Weekly Benefit based on the Maximum Monthly Benefit you chose on your group insurance enrollment form.

The Weekly Benefit is determined by multiplying the Maximum Monthly Benefit times twelve; then by dividing the product by fifty-two (52).

No benefits will be payable unless you are under the care of a Physician other than yourself.

See the Schedule of Insurance for the Weekly Benefit, the Maximum Duration of Benefits, and when Benefits Commence.

No benefits will be payable unless you are under the care of a Physician other than yourself.

PARTIAL DISABILITY BENEFITS

How are benefits paid for Partial Disability?

After benefits have commenced for Total Disability, if you return to work on a part-time or limited duty basis because you are Partially Disabled, the Partial Disability benefit is equal to 80% of pre-disability Weekly Earnings minus your Current Weekly Earnings, including sick pay. In no event, however, will the Partial Disability benefit exceed the Maximum Monthly Benefit purchased by you.

How is a benefit calculated for a period of less than a week?

If a Weekly Benefit is payable for less than a week, we will pay 1/7 of the Weekly Benefit for each day you were Disabled.

When will benefit payments cease?

Benefit payments will stop on the first to occur of:

- 1. the date you are no longer Disabled;
- 2. the date you fail to furnish proof that you continue to be Disabled;
- 3. the date you refuse to be examined, if we require an examination;
- 4. the last day benefits are payable according to the Maximum Duration of Benefits shown in the Schedule of Insurance;
- 5. the date you return to work for any employer other than the Employer in any capacity; or
- 6. the date you die.

RECURRENT DISABILITY

What happens to your benefits if you return to work as an Active Employee and then become Disabled again?

If you return to work as an Active Employee for 30 consecutive days of work or more, any recurrence of a disability will be treated as a new Disability with respect to when Benefits Commence and the Maximum Duration of Benefits, as shown in the Schedule of Insurance.

If recurrent periods of Disability are:

- 1. due to the same or a related cause; and
- 2. separated by less than 30 consecutive days of work as an Active Employee,

they will be considered to be the same period of Disability.

MULTIPLE CAUSES

How long will benefits be paid if a period of Disability is extended by another cause?

If a period of Disability is extended by a new cause while weekly benefits are payable, weekly benefits will continue while you remain Disabled, subject to the following:

- 1. weekly benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
- 2. the Exclusions will apply to the new cause of Disability.

EXCLUSIONS

What Disabilities are not covered?

The plan does not cover, and no benefit shall be paid for, any:

- 1. injury, sickness, Mental Illness, Substance Abuse, or pregnancy not being treated by a Physician or surgeon;
- Disability caused or contributed to by war or act of war (declared or not);
- Disability caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation;
- 4. Disability caused or contributed to by an intentionally self-inflicted injury;
- 5. sickness or injury for which workers' compensation benefits are paid, or may be paid, if duly claimed; or
- 6. injury sustained as a result of doing any work for pay or profit for another employer.

If You are receiving, or are eligible to receive, benefits for a Disability under a prior plan of disability benefits that:

- 1. was sponsored by the Employer; and
- 2. was terminated on the day before the Effective Date of this plan,

then no benefits will be payable for the Disability under this plan.

TERMINATION

When does your insurance terminate?

Your insurance will terminate on the earliest of:

- 1. the date the Group Insurance Policy terminates;
- 2. the date the Group Insurance Policy no longer insures your class;
- 3. the date premium payment is due but not paid by the Employer;
- 4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution; or
- 5. the date on which you cease to be an Active Employee in an Eligible Class, including work stoppage (including a strike or lockout).

When do continuations apply?

In the event of a layoff, unpaid leave of absence, workers' compensation leave or formal approved sabbatical, the following continuation and reinstatement of coverage rules shall apply:

If you continue personal payment to continue coverage during the entire period of the layoff or leave, then coverage can be continued by payroll deductions upon returning to work and completing a new enrollment form.

If you discontinue premium payment during the period of leave or layoff, your coverage will cease.

If you return to work within one year of the leave of layoff, coverage can be continued by payroll deductions upon returning to work, provided you complete a new enrollment form.

If your leave or layoff lasts for more than one year, coverage may be continued when You return to work, but you will be required to provide evidence of insurability.

Your Weekly Benefit payment will be reduced by any sabbatical income received while Disabled

Does your insurance continue while you are Disabled because of nonwork related injuries or sickness and no longer an Active Employee?

If you are no longer an Active Employee because you are Disabled due to a non-work related injury or sickness, your Short Term Disability Insurance will be continued:

- 1. while you remain Disabled;
- 2. until the end of the period for which you are entitled to receive Short Term Disability Benefits; and
- 3. the required premium is paid.

After Short Term Disability benefit payments have ceased, your insurance will be reinstated, provided:

- 1. you return to work on your next scheduled day for one full day as an Active Employee in an eligible class;
- 2. the Group Insurance Policy remains in force; and
- 3. the required premium is paid.

No premiums are due if you retire or terminate after you become disabled.

Do benefits continue if the Group Insurance Policy terminates?

If you are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

- 1. will continue as long as you remain Disabled by the same disabling condition; but
- will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

GENERAL PROVISIONS

What happens if facts are misstated?

If material facts about you were not stated accurately:

- 1. your premium may be adjusted; and
- 2. the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement made by you relating to your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during your lifetime. In order to be used, the statement must be in writing and signed by you.

If the Policyholder provides us with incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will:

- 1. be deprived of insurance to which he or she is otherwise entitled; or
- 2. have insurance to which he or she is not entitled because of misstatement of fact by the Policyholder.

Any adjustment may be made in premiums or benefits.

When should we be notified of a claim?

You must give us written notice of a claim within 30 days after the Disability starts. If notice cannot be given within that time, it must be given as soon as reasonably possible. Such notice must include your name, your address and the Group Insurance Policy number. Contact the insurance representative in your personnel office to initiate the notification process. Send claims to:

Benefit Management Services Minneapolis Disability Claim Office The Hartford PO Box 14305 Lexington, KY 40512-4305

Are special forms required to file a claim?

When we receive a notice of claim, you will be sent forms for providing us with proof of loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, you may submit any other written proof which fully describes the nature and extent of your claim.

When must proof of loss be given?

Written proof of your Disability must be sent to us within 90 days after the start of the period for which we owe payment. After that, we may require further written proof that you are still Disabled. If proof is not given by the time it is due, it will not affect the claim if:

- 1. it was not possible to give proof within the required time; and
- 2. proof is given as soon as reasonably possible; but
- 3. not later than 1 year after it is due, unless you are not legally competent.not later than 1 year after it is due, unless you are not legally competent.

May additional proof be required?

We may have you examined to determine if you are Disabled. Any such examination will be:

- 1. at our expense; and
- 2. as reasonably required by us.

We reserve the right to determine if your proof of loss is satisfactory.

Who gets the benefit payments?

All payments are payable to you. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, we may pay up to \$1,000 to any of your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid until the claim is finalized and any due balance is paid.

When are payment checks issued?

If written proof of loss is furnished, accrued benefits will be paid weekly. If payment is due at the end of a claim, it will be paid as soon as the written proof of loss is received.

What notification will you receive if your claim is denied?

If a claim for benefits is wholly or partly denied, you will be furnished with written notification of the decision. This written decision will:

- 1. give the specific reason(s) for the denial;
- make specific reference to the policy provisions on which the denial is based;
- 3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
- 4. provide an explanation of the review procedure.

What recourse do you have if your claim is denied?

On any claim, you or your representative may appeal to us for a full and fair review. You may:

- 1. request a review upon written application within 180 days of the claim denial;
- 2. review pertinent documents; and
- 3. submit issues and documents in writing.

We will make a decision no more than 45 days after we receive your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If your appeal requires extension, we will make our decision no more than 90 days after we receive your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

When can legal action be started?

Legal action cannot be taken against us:

- 1. sooner than 60 days after due proof of loss has been furnished; or
- 2. later than 3 years after the time written Proof of Loss is required to be furnished according to the terms of the Policy after the shortest period allowed by the laws of the State of Minnesota.

What are our subrogation rights?

If you:

- 1. suffer a Disability because of the act or omission of a third party; and
- 2. become entitled to and are paid benefits in excess of \$5,000 under the Group Insurance Policy in compensation for lost wages,

then we will be subrogated to any rights you may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability. We may require an assignment from you of your right to recover to the extent of the benefits provided by us. Our subrogation rights under this provision will be valid only if you are fully compensated for your lost wages.

Who interprets policy terms and conditions?

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

DEFINITIONS

The terms listed will have these meanings:

Active Employee means an employee determined by the Policyholder as eligible for insurance.

Actively at Work

You will be considered to be actively at work with the Employer on a day which is one of the Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a on that day. You will be deemed to be actively at work on a day which is not one of the Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

Current Weekly Earnings means the Weekly Earnings you receive while Disabled and eligible for Partial Disability benefits under this Plan, including sick pay but not including holiday or vacation pay.

Disability means Total or Partial Disability.

Disabled means Totally or Partially Disabled.

Employer means the Policyholder.

Mental Illness means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations or psychological, behavioral or emotional disorders, but excluding demonstrable structural brain damage.

Monthly Rate of Basic Earnings means your regular monthly pay, not counting:

- 1. overtime pay; or
- 2. any other fringe benefits or extra compensation.

This is the figure you use to determine how much coverage you may purchase.

If you become Totally Disabled, your Monthly Rate of Basic Earnings will be the rate in effect on your last day as an Active Employee before becoming Disabled

Partial Disability or Partially Disabled means that, immediately following a period of Total Disability for which you were eligible to receive a Weekly Benefit, you are:

- 1. still prevented by the same disabling condition from performing essential duties of your occupation; but
- 2. you have recovered to the extent that you are:
 - a) able to perform some, but not all, of the essential duties of your or any occupation; and
 - as a result, you are earning more than 20% but no more than 80% of your pre-disability Weekly Earnings.

Physician means a practitioner of a healing art, which we are required by law to recognize, who is properly licensed, and practicing within the scope of that license.

Prior Plan means the short term disability plan carried by the Employer on the day before the Plan Effective Date.

Sickness vs. Accident

A Disability shall be deemed to be caused by sickness, and not by accident, if it is caused or contributed to by:

- 1. any condition, disease or disorder of the body or mind;
- 2. any infection, except a pus-forming infection of an accidental cut or wound;

- 3. hernia of any type unless it is the immediate result of an accidental injury covered by this plan;
- 4. any disease of the heart;
- Mental Illness:
- 6. Substance Abuse:
- 7. pregnancy; or
- 8. any medical treatment for items (1) through (7) above.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1. impairments in social and/or occupational functioning;
- 2. debilitating physical condition;
- 3. inability to abstain from or reduce consumption of the substance; or
- 4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

Total Disability or Totally Disabled means that you are prevented by:

- 1. accidental bodily injury;
- 2. sickness;
- 3. Mental Illness;
- 4. Substance Abuse; or
- 5. pregnancy,

from performing the essential duties of your occupation.

We, us or our means the Hartford Life and Accident Insurance Company.

Weekly Earnings means your usual weekly rate of pay from the Employer, not counting:

- 1. commissions:
- 2. bonuses;
- 3. overtime pay; or
- 4. any other fringe benefit or extra compensation.

If you become Disabled, your Weekly Earnings will be the rate in effect on your last day as an Active Employee before becoming Totally Disabled.

You or your means the insured person to whom this Booklet-certificate is issued

The Following is Provided by Your Employer for your Information Only

QUESTIONS AND ANSWERS ABOUT THE SHORT TERM DISABILITY PLAN

Q: Will sick leave benefits that I receive affect my Short Term Disability benefits?

A: While you are receiving benefits for Total Disability, sick pay will <u>not</u> affect your STD benefits. You may collect both benefits at the same time.

If you return to work after a period of receiving Total Disability benefits, but you are not yet able to fully return to your job, you may be eligible for a Partial Disability benefit. Any sick pay that you receive while you are also receiving a Partial Disability benefit will affect your STD plan benefit. Please refer to pages 7 and 11 of this booklet for an explanation.

Q: Can employees reapply for Short Term Disability coverage if a previous application was denied by The Hartford, and how long would they have to wait to do so?

A: Yes, employees may reapply, and there is also no specific length of time a person must wait to reapply. It is suggested that employees call the Medical Underwriting directly with any specific questions. The phone number is 1-800-331-7234.

Q: Does the Short Term Disability plan provide a Partial Disability Benefit?

A: Yes, a Partial Disability Benefit may be paid when an employee returns to work and is able to perform some but not all of the essential duties of his/her occupation and is earning no more than 80% of the pre-disability Weekly Earnings. The benefit will equal 80% of the pre-disability wage less your Current Weekly Earnings, including sick pay, not to exceed the Monthly Amount for which you are enrolled.

The following example illustrates how benefits would be determined. Note that even though the examples are expressed in monthly terms, benefits are paid weekly.

80% of Pre-Disability Earnings		rtial Earnings cluding Sick Pay	Maximum Benefit <u>Payable</u>	Actual Benefit <u>Payable</u>
\$1,600	-	\$ 400	= \$1,200	Is the
1,600	-	600	= 1,000	lesser of the
1,600	-	800	= 800	Maximum Benefit
1,600	-	1,000	= 600	Payable or the
1,600	-	1,200	= 400	Monthly Benefit Amount
1,600	-	1,400	= 200	you enrolled
1,600	-	1,600	= -0-	for

- Q: Benefits are selected based on a monthly benefit amount, but benefits are paid on a weekly basis. How are the daily and weekly benefits calculated from the monthly amount of coverage selected?
- A: Weekly benefits are calculated by multiplying the monthly benefit by 12 (months per year) then dividing the product by 52 (weeks per year).

Daily benefits are calculated by dividing the weekly benefit by 7 (days per week) then multiplying the single daily benefit by the number of days for which benefits are payable.

Q: Are the Short Term Disability benefits taxable?

A: If the premium is 100% employee paid (contributory) with after-tax payroll contributions, then the benefits are not subject to FICA, federal and state taxes.

For further explanation on the federal and state tax calculations, please contact your tax advisor.

Q: Can I increase, decrease or cancel coverage at any time during the year?

A: Yes, however, the incremental amount of increase is subject to Evidence of Insurability and the Deferred Effective Date provision and benefit amounts can never be more than 66 2/3% of salary.

You may decrease or cancel coverage at any time during the year, provided premium contributions continue to be paid with after-tax dollars

Q: If I cancel coverage but want to enroll again at a later date, how can I do this?

A: Coverage will be subject to Evidence of Insurability and the Deferred Effective Date provisions. You can obtain the required forms from your Human Resources Office.

Q: I am changing from part-time to full-time status. Can I apply for short-term disability or increase my short-term disability?

A: Yes. You must apply within 30 days of the date of the status change to receive the benefit without providing evidence of insurability.

Q: If my scheduled hours increase resulting in an increase in my earnings, can I increase my amount of coverage?

A: Yes. You may apply for the increase, but you must provide Evidence of Insurability.

Q: Will my coverage amount and payroll contribution amount automatically decrease if my earnings decrease (i.e., going from full-time to part-time employment)?

A: Your coverage amount and payroll contribution will not decrease automatically but you will no longer be eligible to receive that coverage amount. You must notify your Human Resources Office and complete a new enrollment form. If you become disabled after the earnings decrease but before you have completed a new enrollment form, your benefit amount would be limited to the maximum benefit allowed for your new, lower salary level.

Q: How will my monthly earnings be determined if I am on a nine month contract?

A: Your annual earnings will be divided by 12 (months) to determine your monthly earnings.

O: Whom can I contact for more information?

A: Benefit Management Services Minneapolis Disability Claim Office The Hartford P. O. Box 14305 Lexington, KY 40512-4305,

or,

STATE OF MINNESOTA Minnesota Management & Budget (MMB) 200 Centennial Building 658 Cedar Street St. Paul, MN 55155

Phone: (651) 296-2457 or (651) 297-7959 TTY

The Plan Described in this Booklet is Insured by the

Hartford Life and Accident Insurance Company Hartford, Connecticut

Member of The Hartford Insurance Group